

George Haines, Esq.  
Nevada Bar No. 9411  
Gerardo Avalos, Esq.  
Nevada Bar No. 15171  
**FREEDOM LAW FIRM, LLC**  
8985 South Eastern Ave., Suite 350  
Las Vegas, NV 89123  
Phone: (702) 880-5554  
FAX: (702) 385-5518  
Email: info@freedomlegalteam.com  
*Attorneys for Plaintiff Anne Evans*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Anne Evans,

Plaintiff,

v.

Equifax Information Services, LLC;  
Bank of America, N.A.; Citigroup,  
Inc./Citicards CBNA; JPMorgan Chase  
Bank, N.A.; and Capital One Bank,  
N.A.,

Defendants.

Case No.: 2:23-cv-00237

**Complaint for Damages Pursuant to  
the Fair Credit Reporting Act, 15  
U.S.C. §1681, et seq.**

**Jury Trial Demanded**

**Introduction**

1. The United States Congress has found the banking system is dependent up-on fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA"), to ensure fair and accurate re-porting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness,

1 impartiality, and a respect for the consumer’s right to privacy because consumer  
2 reporting agencies have assumed such a vital role in assembling and evaluating  
3 consumer credit and other information on consumers. The FCRA also imposes  
4 duties on the sources that provide credit information to credit reporting agencies,  
called “furnishers.”

5 2. The FCRA protects consumers through a tightly wound set of procedural  
6 protections from the material risk of harms that otherwise flow from inaccurate  
7 reporting. Thus, through the FCRA, Congress struck a balance between the credit  
8 industry’s desire to base credit decisions on accurate information, and consumers’  
9 substantive right to protection from damage to reputation, shame, mortification,  
10 and the emotional distress that naturally follows from inaccurate reporting of a  
consumer’s fidelity to his or her financial obligations.

11 3. Anne Evans (“Plaintiff”), by counsel, brings this action to challenge the actions of  
12 Equifax Information Services, LLC (“Equifax”); Bank of America, N.A. (“BOA”);  
13 Citigroup, Inc./Citicards CBNA, (“Citi”); JPMorgan Chase Bank, N.A. (“Chase”);  
14 and Capital One Bank, N.A. (“COB”) (jointly as “Defendants”), with regard to  
15 erroneous reports of derogatory credit information to national reporting agencies  
and Defendants’ failure to properly investigate Plaintiff’s disputes.

16 4. Plaintiff makes these allegations on information and belief, with the exception of  
17 those allegations that pertain to Plaintiff, which Plaintiff alleges on personal  
18 knowledge.

19 5. While many violations are described below with specificity, this Complaint alleges  
20 violations of the statutes cited in their entirety.

21 6. Unless otherwise stated, all the conduct engaged in by Defendants took place in  
Nevada.

22 7. Any violations by Defendants were knowing, willful, and intentional, and  
23 Defendants did not maintain procedures reasonably adapted to avoid any such  
24 violations.

1 8. Defendants failed to properly investigate Plaintiff's disputes, damaging Plaintiff's  
2 creditworthiness.

### 3 **Jurisdiction and Venue**

4 9. Jurisdiction of this Court arises pursuant to 28 U.S.C. §1331 (federal question  
jurisdiction); 15 U.S.C. §1681.

5 10. This action arises out of Defendants' violations of the FCRA.

6 11. Venue is proper in the United States District Court for the District of Nevada  
7 pursuant to 28 U.S.C. §1391(b) because Plaintiff is a resident of Clark County,  
8 Nevada and because Defendants are subject to personal jurisdiction in Clark  
9 County, Nevada as they conduct business here. Venue is also proper because the  
conduct giving rise to this action occurred in Nevada. 28 U.S.C. §1391(b)(2).

### 10 **Parties**

11 12. Plaintiff is a natural person living in Clark County, Nevada. In addition, Plaintiff  
12 is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

13 13. Defendants are each a corporation doing business in the State of Nevada.

14 14. BOA, Citi, Chase and COB are furnishers of information as contemplated by 15  
15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnish  
information to a consumer credit reporting agency.

16 15. Equifax regularly assembles and/or evaluates consumer credit information for the  
17 purpose of furnishing consumer reports to third parties and uses interstate  
18 commerce to prepare and/or furnish the reports. This entity is a "consumer  
19 reporting agency" as that term is defined by 15 U.S.C. §1681a(f).

20 16. Unless otherwise indicated, the use of Defendants' names in this Complaint  
21 includes all agents, employees, officers, members, directors, heirs, successors,  
22 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of  
the named Defendants.

23 ///

24 ///

**General Allegations**

**Re: Bankruptcy Case No. 17-15160**

17. On or about September 27, 2017, Plaintiff filed for Chapter 13 bankruptcy in the United States bankruptcy Court for the District of Nevada pursuant to 11 U.S.C. §1301 et seq. (the “bankruptcy”).
18. The obligations to each creditor-furnisher herein (as applicable) were scheduled in the bankruptcy and each respective creditor, or its predecessor in interest, received notice of the bankruptcy.
19. On July 2, 2018, Plaintiff’s Chapter 13 Plan was confirmed (the “Confirmed Chapter 13 Plan” or “Confirmation Order”).
20. A confirmed plan constitutes a new contract between the debtor and creditors and a creditor's rights are defined by the confirmed plan. Consequently, a pre-petition claim provided for in a confirmed plan is no longer a pre-petition claim. The claim is a right to payment arising from the confirmed plan. *Padilla v. Wells Fargo Home Mortg., Inc.* (In re Padilla), 379 B.R. 643, 649, 2007 Bankr. LEXIS 2655, \*1 (Bankr. S.D. Tex. 2007).
21. Plaintiff made all payments required under the terms of the Confirmed Chapter 13 plan.
22. None of the creditor-furnishers named herein filed any proceedings to declare their alleged debts “non-dischargeable” pursuant to 11 U.S.C. § 523 et seq.
23. No creditor-furnisher named herein obtained relief from the “automatic stay” codified at 11 U.S.C. §362 et seq. while Plaintiff’s bankruptcy was pending to pursue Plaintiff for any personal liability.
24. Further, while the automatic stay was in effect during the bankruptcy, it was illegal and inaccurate for any creditor-furnisher named herein to report any post-bankruptcy derogatory collection information, pursuant to the Orders entered by the bankruptcy Court.

///

- 1 25. The accounts named herein (as applicable) were discharged through the  
2 bankruptcy on November 20, 2020.
- 3 26. However, Defendants either reported or caused to be reported inaccurate  
4 information as discussed below after Plaintiff's debts were discharged.
- 5 27. Additionally, Defendants' inaccurate reporting did not comply with the  
6 Consumer Data Industry Association's Metro 2 reporting standards, which  
7 provides guidance for credit reporting and FCRA compliance.
- 8 28. The Consumer Data Industry Association ("CDIA") publishes the Metro 2  
9 ("Metro 2") reporting standards to assist furnishers with their compliance  
10 requirements under the FCRA.
- 11 29. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*  
12 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that "industry  
13 standards require that a debt discharged in bankruptcy be reported to a credit  
14 reporting agency with the notation 'Discharged in bankruptcy' and with a zero  
15 balance due").
- 16 30. On information and belief, Defendants adopted and at all times relevant  
17 implemented the Metro 2 format.
- 18 31. On information and belief, each furnisher named herein adopted the Metro 2  
19 reporting standards and at all times relevant implemented the Metro 2 format as  
20 an integral aspect of their respective duties under the FCRA to have in place  
21 adequate and reasonable policies and procedures to handle investigations of  
22 disputed information.
- 23 32. Each furnisher named herein failed to conform to the Metro 2 Format when  
24 reporting on Plaintiff's accounts after Plaintiff filed bankruptcy as further set  
forth below.

///

///

///

33. In turn, each of the credit reporting agencies named herein, reported and re-reported the inaccurate information, thus violating their duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.
34. To this end, the adverse reporting on Plaintiff's consumer report departed from the credit industry's own reporting standards and was not only inaccurate, but also materially misleading under the CDIA's standards as well.
35. A "materially misleading" statement is concerned with omissions to credit entries, that in context create misperceptions about otherwise may be factually accurate data. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009).

**Defendants Misreported Consumer Information  
and Failed to Investigate Plaintiff's Dispute**

36. In Plaintiff's consumer report from Equifax dated November 18, 2022, Equifax and BOA inaccurately reported account No: \*4799 with a date of first delinquency of June 2017 and date the delinquency was first reported of September 2017. This information is inaccurate and is causing this account to remain on Plaintiff's credit report for a period longer than it should. The date of first delinquency should match the date it first occurred.
37. In addition, Equifax and Citi inaccurately reported account No: \*3945 with a date of first delinquency of April 2017 and date delinquency first reported of September 2018. This information is inaccurate and is causing this account to remain on Plaintiff's credit report for a period longer than it should. The date of first delinquency should match the date it first occurred.
38. Further, Equifax and Chase inaccurately reported account No: \*2838 with a date of first delinquency of May 2017 and date delinquency first reported of September 2017. This information is inaccurate and is causing this account to remain on Plaintiff's credit report for a period longer than it should. The date of

1 first delinquency should match the date it first occurred.

2 39. Furthermore, Equifax and COB inaccurately reported account No: \*5541 with a  
3 date of first delinquency of July 2017 and date delinquency first reported of  
4 September 2017. This information is inaccurate and is causing this account to  
5 remain on Plaintiff's credit report for a period longer than it should. The date of  
6 first delinquency should match the date it first occurred.

7 40. On December 12, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15  
8 U.S.C. § 1681i, by notifying Equifax, in writing, of the inaccurate, misleading,  
9 and derogatory information.

10 41. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax, requesting  
11 the above inaccurate information be updated, modified, or corrected.

12 42. Equifax was required to conduct a reinvestigation into the disputed information  
13 on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

14 43. Upon information and belief, Equifax timely notified each of the furnisher  
15 defendants regarding Plaintiff's dispute, as required under 15 U.S.C. §  
16 1681i(a)(2).

17 44. Upon information and belief, Equifax provided each of the furnisher defendants  
18 with a notice regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

19 45. Upon information and belief, Equifax provided all relevant information to each  
20 of the furnisher defendants regarding Plaintiff's dispute, as required under 15  
21 U.S.C. § 1681i(a)(2).

22 46. On or around February 3, 2023, Plaintiff received notice that Equifax and each  
23 of the furnisher defendants investigated and reinvestigated Plaintiff's dispute, as  
24 required under 15 U.S.C. § 1681i(a)(6).

47. A reasonable investigation by Equifax and each of the furnisher defendants  
would have determined that they were reporting the above disputed information  
inaccurately.

48. Equifax and each of the furnisher defendants failed to review all relevant



1 information provided by Plaintiff in Plaintiff's dispute, as required by and in  
2 violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

3 49. Upon information and belief, each of the furnisher defendants continued to report  
4 the inaccurate information.

5 50. In turn, Equifax re-reported the inaccurate information, thus violating its duty to  
6 follow reasonable procedures to assure maximum possible accuracy under 15  
7 U.S.C. § 1681e(b) when preparing a consumer report.

8 51. Equifax and each of the furnisher defendants, upon receipt of Plaintiff's dispute,  
9 failed to conduct an investigation or reinvestigation with respect to the disputed  
10 information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),  
11 respectively.

12 52. Due to Equifax's and each of the furnisher defendants' failure to reasonably  
13 investigate, they further failed to correct and update Plaintiff's information as  
14 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing  
15 continued reporting of inaccurate information in violation of 15 U.S.C. § 1681i  
16 and 15 U.S.C. § 1681s-2(b), respectively.

17 53. Equifax's and each of the furnisher defendants' continued inaccurate, misleading,  
18 and derogatory reporting was knowing and willful, in light of their knowledge of  
19 the actual error. Plaintiff is, accordingly, eligible for statutory damages.

20 54. Also as a result of Equifax's and each of the furnisher defendants' continued  
21 inaccurate, misleading, and derogatory reporting, Plaintiff has suffered actual  
22 damages, including without limitation, fear of credit denials, out-of-pocket  
23 expenses in challenging the inaccurate reporting, damage to Plaintiff's  
24 creditworthiness, and emotional distress.

25 55. By inaccurately reporting consumer information after notice and confirmation of  
26 their errors, Equifax and each of the furnisher defendants failed to take the  
27 appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-  
28 2(b), respectively.



**Plaintiff's damages**

56. In addition to Plaintiff's creditworthiness being negatively impacted, Plaintiff suffered emotional distress and mental anguish as a result of Defendants' actions described herein. In addition, Plaintiff incurred out-of-pocket costs and time in attempts to dispute Defendants' actions. Plaintiff further suffered humiliation and embarrassment.

**Violation Of The Fair Credit Reporting Act**

**15 U.S.C. § 1681**

57. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

58. The foregoing acts and omissions constitute numerous and multiple willful, reckless, or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681, et seq.

59. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

60. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

**Prayer for relief**

61. Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);

- An award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1); and
- Any other relief that this Court deems just and proper.

**Jury Demand**

62. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: February 14, 2023.

Respectfully submitted,

**FREEDOM LAW FIRM**

/s/ Gerardo Avalos  
George Haines, Esq.  
Gerardo Avalos, Esq.  
8985 S. Eastern Ave., Suite 350  
Las Vegas, Nevada 89123  
*Counsel for Plaintiff Anne Evans*

**FREEDOM LAW FIRM, LLC**

8985 S. Eastern Ave. Ste. 350  
Las Vegas, Nevada 89123  
OFFICE: (702) 880-5554 FAX: (702) 385-5518